



BILLING CODE 6560-50-P

ENVIRONMENTAL PROTECTION AGENCY

EPA-HQ-OPP-2019-0188; FRL-9992-25]

Innovate, Inc.; Transfer of Data

AGENCY: Environmental Protection Agency (EPA).

ACTION: Notice.

SUMMARY: This notice announces that pesticide related information submitted to EPA's Office of Pesticide Programs (OPP) pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Federal Food, Drug, and Cosmetic Act (FFDCA), including information that may have been claimed as Confidential Business Information (CBI) by the submitter, will be transferred to Innovate, Inc. in accordance with the CBI regulations. Innovate, Inc. has been awarded a contract to perform work for OPP, and access to this information will enable Innovate, Inc. to fulfill the obligations of the contract.

DATES: Innovate, Inc. will be given access to this information on or before [*INSERT DATE 5 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER*].

FOR FURTHER INFORMATION CONTACT: William Northern, Information Technology and Resources Management Division (7502P), Office of Pesticide Programs, Environmental Protection Agency, 1200 Pennsylvania Ave., NW., Washington, DC 20460-0001; telephone number: 703 305-6478 email address:

Northern.William@epa.gov

SUPPLEMENTARY INFORMATION:

I. General Information

A. Does this Action Apply to Me?

This action applies to the public in general. As such, the Agency has not attempted to describe all the specific entities that may be affected by this action.

B. How Can I Get Copies of this Document and Other Related Information?

The docket for this action, identified by docket identification (ID) number EPA-EPA-HQ-OPP-2019-0188, is available at <http://www.regulations.gov> or at the Office of Pesticide Programs Regulatory Public Docket (OPP Docket) in the Environmental Protection Agency Docket Center (EPA/DC), West William Jefferson Clinton Bldg., Rm. 3334, 1301 Constitution Ave., NW., Washington, DC 20460-0001. The Public Reading Room is open from 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding legal holidays. The telephone number for the Public Reading Room is (202) 566-1744, and the telephone number for the OPP Docket is (703) 305-5805. Please review the visitor instructions and additional information about the docket available at <http://www.epa.gov/dockets>.

II. Contractor Requirements

Under this contract number, the contractor will perform the following:

Under Contract No. 68HERH19C0001, The Contractor shall designate a single primary point of contact for all Office of Chemical Safety Pollution Prevention (OCSPP) activities and issues. The Contractor shall ensure that the point of contact (POC) provides sufficient management accordingly, to ensure that the work is performed efficiently, accurately, and that the deliverables are delivered in a timely manner and in compliance

with the requirements as stated in this Performance Work Statement (PWS). The Contractor shall ensure that it provides the required labor and expertise to perform under this PWS. The Contractor shall notify the Contracting Officer Representative (COR) within 30 days of the estimated date when the accrued costs associated with the PWS is estimated to be over 75% of the funded amount. The contractor shall provide EPA with the source codes to all programs created under this contract and the EPA will have sole ownership rights to all programs and software bought, designed, programed, including Systems Technical Documentation, and all Technical Materials, etc. under this contract. The contractor shall provide the COR with monthly reports for work conducted under this PWS. One kick-off meeting and one or more project requirements meetings, as appropriate, shall be required. Supporting services to the Contractor's business including, but not limited to, accounting, clerical, executive management, and business development are not chargeable to the Government as they are included in the Contractor's fully burdened rates. Because of the constantly changing nature of information technology, federal government initiatives and emphasis, and federal budgetary uncertainty, the number and nature of projects over the base period and option year of this contract will vary. The deliverable quantities provided in this PWS are provided as estimates only. The Contractor shall comply with all applicable Federal and EPA security policies, guidance and practices. EPA will provide systems access as necessary where it is required for work under the Task. The Contractor shall provide any information necessary for issuance and continued authority to access government systems. The Quality Assurance Surveillance Plan (QASP) is stated at Attachment 1. The contractor shall provide EPA with the source codes to all programs created under this contract and the EPA will have sole ownership

rights to all programs and software bought, designed, programed, etc. under this contract.

This contract involves no subcontractors.

OPP has determined that the contract described in this document involve work that is being conducted in connection with FIFRA, in that pesticide chemicals will be the subject of certain evaluations to be made under this contract. These evaluations may be used in subsequent regulatory decisions under FIFRA.

Some of this information may be entitled to confidential treatment. The information has been submitted to EPA under FIFRA sections 3, 4, 6, and 7 and under FFDCA sections 408 and 409.

In accordance with the requirements of 40 CFR 2.307(h)(3), the contract with Innovate, Inc., prohibits use of the information for any purpose not specified in these contract; prohibits disclosure of the information to a third party without prior written approval from the Agency; and requires that each official and employee of the contractor sign an agreement to protect the information from unauthorized release and to handle it in accordance with the *FIFRA Information Security Manual*. In addition, Innovate, Inc. is required to submit for EPA approval a security plan under which any CBI will be secured and protected against unauthorized release or compromise. No information will be provided to Innovate, Inc. until the requirements in this document have been fully satisfied. Records of information provided to Innovate, Inc. will be maintained by EPA Project Officers for this contract. All information supplied to Innovate, Inc. by EPA for use in connection with this contract will be returned to EPA when Innovate, Inc. has completed its work.

Authority: 7 U.S.C. 136 *et seq.*; 21 U.S.C. 301 *et seq.*

Dated: April 11, 2019.

Delores Barber,

*Director, Information Technology and Resources Management Division,
Office of Pesticide Programs.*

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